

**TRANSPORTATION AGREEMENT  
FOR FIRM TRANSPORTATION OF NATURAL GAS  
VECTOR PIPELINE L.P.**

Firm Transportation Agreement No. FT1-BAY-0119

This TRANSPORTATION AGREEMENT FOR FIRM TRANSPORTATION OF NATURAL GAS ("Firm Transportation Agreement" or "Agreement") is made and entered into this 13<sup>th</sup> day of April, 2006, between:

**VECTOR PIPELINE L.P., ("Transporter"),**

and

**BAY STATE GAS COMPANY, ("Shipper")**

WITNESSETH: That in consideration of the mutual covenants contained herein the parties agree as follows:

**Section 1. Service to be Rendered**

Transporter shall perform and Shipper shall receive service in accordance with the provisions of Transporter's effective Rate Schedule FT-1 and the applicable General Terms and Conditions of Transporter's FERC Gas Tariff on file with the Federal Energy Regulatory Commission ("Commission") as the same may be amended or superseded in accordance with the Rules and Regulations of the Commission.

**Section 2. Representations and Warranties**

- 2.1 Representations and Warranties of Transporter: Transporter represents and warrants that: (i) it is duly organized and validly existing under the laws of the State of Delaware and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions thereof; (ii) this Agreement constitutes the valid, legal and binding obligation of Transporter, enforceable in accordance with the terms hereof; (iii) there are no actions, suits or proceedings pending or, to Transporter's knowledge, threatened against or affecting Transporter before any court of authorities that might materially adversely affect the ability of Transporter to meet and carry out its obligations under this Agreement; and (iv) the execution and delivery by Transporter of this Agreement has been duly authorized by all requisite partnership action.
- 2.2 Representations and Warranties of Shipper: Shipper represents and warrants that: (i) it is duly organized and validly existing under the laws of the State of Massachusetts and has all requisite legal power and authority

to execute this Agreement and carry out the terms, conditions and provisions hereof; (ii) there are no actions, suits or proceedings pending, or to Shipper's knowledge, threatened against or affecting Shipper before any court or authorities that might materially adversely affect the ability of Shipper to meet and carry out its obligations under this Agreement; and (iii) the execution and delivery by Shipper of this Agreement has been duly authorized by all requisite corporate action.

### **Section 3. Term**

- 3.1 This Agreement shall be effective from the date hereof (the "Effective Date"). Transporter's obligation to provide Transportation Services and Shipper's obligation to accept and pay for such services, shall commence on May 1, 2006 for a term of 6 months, unless otherwise agreed to by mutual agreement of the parties.
- 3.2 Shippers paying negotiated rates may extend the term of this Agreement under terms acceptable to Transporter.

### **Section 4. Rates**

- 4.1 Shipper shall pay the Recourse Rates in accordance with Transporter's currently effective Rate Schedule FT-1.

### **Section 5. Notices**

Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by certified mail or fax with all postage or charges prepaid, to either Transporter or Shipper, at the location designated herein. Written communications shall be considered as duly delivered when received by ordinary mail. Unless otherwise notified in writing, the addresses of the parties are as set forth herein.

Notices to Transporter under this Agreement shall be addressed to Transporter's Web Site, or to:

Vector Pipeline L.P.  
c/o Vector Pipeline, LLC  
38705 Seven Mile Road, Suite 490  
Livonia, Michigan 48152  
Attention: President  
Fax: (734) 462-0231

Notices to Shipper under this Agreement shall be addressed to:

Bay State Gas Company  
1500 165<sup>th</sup> Street - GOC  
Hammond, IN 46324  
Attention: Manager, Scheduling and Accounting  
Phone: (219) 853-4320  
Fax: (219) 853-4330

Wire transfer payments to Transporter shall be accompanied with the instructions "to credit the account of Vector Pipeline L.P." and shall be sent to the following bank and account number:

Vector Pipeline L.P.  
LaSalle Bank N.A.  
Chicago, IL  
Account Number: 5800233859  
ABA Number: 071000505

Remittance detail supporting wire transfer payments to Transporter, and any notice, request or demand regarding statements, bills, or payments shall be mailed to the following address:

Vector Pipeline L.P.  
c/o Vector Pipeline, LLC  
38705 Seven Mile Road, Suite 490  
Livonia, Michigan 48152  
Attention: President

#### **Section 6. Superseded Agreements**

This Agreement supersedes and cancels as of the effective date hereof the following agreements: None.

#### **Section 7. Miscellaneous**

- 7.1 This Agreement shall be interpreted according to the laws of the State of Michigan.
- 7.2 Performance of this Agreement shall be subject to all valid laws, orders, decisions, rules and regulations of duly constituted governmental authorities having jurisdiction or control of any matter related hereto. Should either of the parties, by force of any such law, order, decision, rule or regulation, at any time during the term of this Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or

regulation are applicable, this Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; provided, however, nothing in this section 7.2 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

- 7.3 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 7.4 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 7.5 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to Transporter.
- 7.6 Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.
- 7.7 The parties hereby agree, subject to the primary jurisdiction of the Commission, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in Detroit, Michigan, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association (AAA) then in effect. The dispute shall be decided by a panel of three neutral arbitrators, qualified by education, training, and experience to hear the dispute, chosen as follows. The party initiating the arbitration proceeding shall name one arbitrator at the time it notifies the other party of its intention to arbitrate their dispute, and the responding party shall name an arbitrator within fifteen (15) days of receiving the above notification. Within twenty (20) days of the appointment of the second arbitrator, the two arbitrators shall select a third arbitrator to act as chairman of the tribunal. If either party fails to appoint an arbitrator within the allotted time or the two party-appointed, neutral arbitrators fail to appoint a third arbitrator as provided above, the AAA shall appoint the arbitrator(s). Any vacancies will be filled in accordance with the above procedure. The parties expressly agree to the consolidation of separate arbitral proceedings for the resolution in a single proceeding of all disputes that arise from the same factual situation, and the parties further expressly agree that any issue of arbitrability or the existence, validity, and scope of the agreement to arbitrate shall be decided by the arbitrators. The parties further agree that either party may apply to a court of competent jurisdiction, pending arbitration, for injunctive relief to preserve the status quo, to preserve assets, or to protect

documents from loss or destruction, and such application will not be deemed inconsistent with or operate as a waiver of the party's right to arbitration. The arbitrators shall apply as the substantive law to the dispute the laws of the State of Michigan, as specified in section 7.1 of this Agreement.

**Section 8. Negotiable Terms**


Transporter and Shipper mutually agree to the following terms and conditions of service under this Agreement. Where blank spaces are not filled in, the parties have not reached an agreement on that matter and the referenced provision of the General Terms and Conditions (GT&C) applies.

- 8.1 The delivery pressure terms in GT&C section 15.2 are modified such that all Gas delivered by Transporter to Shipper or on Shipper's behalf to the facilities of an interconnecting party shall be delivered at the Delivery Point(s) at no less than - psig or at no more than - psig for each enumerated Delivery Point.
- 8.2 Pursuant to GT&C section 27, the following rate discount(s) apply:  
See Exhibit A Attached.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement in one or more counterparts, which counterparts shall constitute one integrated agreement, by their duly authorized officers effective as of the day first above written.

**VECTOR PIPELINE L.P.**  
**By VECTOR PIPELINE, LLC**  
**As General Partner**  
**(Transporter)**

Date: 4/24/06

By:   
Fishbeck

Title: President

**BAY STATE GAS COMPANY**  
**(Shipper)**

Date: 4/26/06

By:   
Michael Watson

Title: Vice President, Energy Supply Services

CSL  
FJ  
FCO

**Exhibit A  
To  
Firm Transportation Agreement No. FT1-BAY-0119  
Under Rate Schedule FT-1  
Between  
Vector Pipeline L.P. and Bay State Gas Company**

Primary Term	05/01/2006 - 10/31/2006
Contracted Capacity:	10,000 Dth/day
Primary Receipt Points:	Alliance Interconnect
Primary Delivery Points:	Washington 10 Interconnect

**Rate Election Recourse:**

The Reservation Charge applicable to this service is \$5.4750/Dth/month (\$0.1800 per Dth on a 100% load factor basis), exclusive of fuel reimbursement, Annual Charge Adjustment ("ACA") and any other future surcharges. Secondary points within the primary path and out of path secondaries from Washington 10 to Crown Point, Wheeler, La Porte, Guardian, ANR, Northern Border or Alliance are subject to the same rate as the primary path.

**TRANSPORTATION AGREEMENT  
FOR FIRM TRANSPORTATION OF NATURAL GAS  
VECTOR PIPELINE L.P.**

**Firm Transportation Agreement No. FT1-BAY-0120**

This TRANSPORTATION AGREEMENT FOR FIRM TRANSPORTATION OF NATURAL GAS ("Firm Transportation Agreement" or "Agreement") is made and entered into this 13<sup>th</sup> day of April, 2006, between:

**VECTOR PIPELINE L.P., ("Transporter"),**

and

**BAY STATE GAS COMPANY, ("Shipper")**

WITNESSETH: That in consideration of the mutual covenants contained herein the parties agree as follows:

**Section 1. Service to be Rendered**

Transporter shall perform and Shipper shall receive service in accordance with the provisions of Transporter's effective Rate Schedule FT-1 and the applicable General Terms and Conditions of Transporter's FERC Gas Tariff on file with the Federal Energy Regulatory Commission ("Commission") as the same may be amended or superseded in accordance with the Rules and Regulations of the Commission.

**Section 2. Representations and Warranties**

- 2.1 Representations and Warranties of Transporter: Transporter represents and warrants that: (i) it is duly organized and validly existing under the laws of the State of Delaware and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions thereof; (ii) this Agreement constitutes the valid, legal and binding obligation of Transporter, enforceable in accordance with the terms hereof; (iii) there are no actions, suits or proceedings pending or, to Transporter's knowledge, threatened against or affecting Transporter before any court of authorities that might materially adversely affect the ability of Transporter to meet and carry out its obligations under this Agreement; and (iv) the execution and delivery by Transporter of this Agreement has been duly authorized by all requisite partnership action.
- 2.2 Representations and Warranties of Shipper: Shipper represents and warrants that: (i) it is duly organized and validly existing under the laws of the State of Massachusetts and has all requisite legal power and authority

to execute this Agreement and carry out the terms, conditions and provisions hereof; (ii) there are no actions, suits or proceedings pending, or to Shipper's knowledge, threatened against or affecting Shipper before any court or authorities that might materially adversely affect the ability of Shipper to meet and carry out its obligations under this Agreement; and (iii) the execution and delivery by Shipper of this Agreement has been duly authorized by all requisite corporate action.

### **Section 3. Term**

- 3.1 This Agreement shall be effective from the date hereof (the "Effective Date"). Transporter's obligation to provide Transportation Services and Shipper's obligation to accept and pay for such services, shall commence on May 1, 2006 for a term of 6 months, unless otherwise agreed to by mutual agreement of the parties.
- 3.2 Shippers paying negotiated rates may extend the term of this Agreement under terms acceptable to Transporter.

### **Section 4. Rates**

- 4.1 Shipper shall pay the Recourse Rates in accordance with Transporter's currently effective Rate Schedule FT-1.

### **Section 5. Notices**

Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by certified mail or fax with all postage or charges prepaid, to either Transporter or Shipper, at the location designated herein. Written communications shall be considered as duly delivered when received by ordinary mail. Unless otherwise notified in writing, the addresses of the parties are as set forth herein.

Notices to Transporter under this Agreement shall be addressed to Transporter's Web Site, or to:

Vector Pipeline L.P.  
c/o Vector Pipeline, LLC  
38705 Seven Mile Road, Suite 490  
Livonia, Michigan 48152  
Attention: President  
Fax: (734) 462-0231

Notices to Shipper under this Agreement shall be addressed to:

Bay State Gas Company  
1500 165<sup>th</sup> Street - GOC  
Hammond, IN 46324  
Attention: Manager, Scheduling and Accounting  
Phone: (219) 853-4320  
Fax: (219) 853-4330

Wire transfer payments to Transporter shall be accompanied with the instructions "to credit the account of Vector Pipeline L.P." and shall be sent to the following bank and account number:

Vector Pipeline L.P.  
LaSalle Bank N.A.  
Chicago, IL  
Account Number: 5800233859  
ABA Number: 071000505

Remittance detail supporting wire transfer payments to Transporter, and any notice, request or demand regarding statements, bills, or payments shall be mailed to the following address:

Vector Pipeline L.P.  
c/o Vector Pipeline, LLC  
38705 Seven Mile Road, Suite 490  
Livonia, Michigan 48152  
Attention: President

#### **Section 6. Superseded Agreements**

This Agreement supersedes and cancels as of the effective date hereof the following agreements: None.

#### **Section 7. Miscellaneous**

- 7.1 This Agreement shall be interpreted according to the laws of the State of Michigan.
- 7.2 Performance of this Agreement shall be subject to all valid laws, orders, decisions, rules and regulations of duly constituted governmental authorities having jurisdiction or control of any matter related hereto. Should either of the parties, by force of any such law, order, decision, rule or regulation, at any time during the term of this Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or

regulation are applicable, this Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; provided, however, nothing in this section 7.2 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.

This Agreement may only be amended by an instrument in writing executed by both parties hereto.

Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to Transporter.

Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.

- 7.7 The parties hereby agree, subject to the primary jurisdiction of the Commission, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in Detroit, Michigan, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association (AAA) then in effect. The dispute shall be decided by a panel of three neutral arbitrators, qualified by education, training, and experience to hear the dispute, chosen as follows. The party initiating the arbitration proceeding shall name one arbitrator at the time it notifies the other party of its intention to arbitrate their dispute, and the responding party shall name an arbitrator within fifteen (15) days of receiving the above notification. Within twenty (20) days of the appointment of the second arbitrator, the two arbitrators shall select a third arbitrator to act as chairman of the tribunal. If either party fails to appoint an arbitrator within the allotted time or the two party-appointed, neutral arbitrators fail to appoint a third arbitrator as provided above, the AAA shall appoint the arbitrator(s). Any vacancies will be filled in accordance with the above procedure. The parties expressly agree to the consolidation of separate arbitral proceedings for the resolution in a single proceeding of all disputes that arise from the same factual situation, and the parties further expressly agree that any issue of arbitrability or the existence, validity, and scope of the agreement to arbitrate shall be decided by the arbitrators. The parties further agree that either party may apply to a court of competent jurisdiction, pending arbitration, for injunctive relief to preserve the status quo, to preserve assets, or to protect

documents from loss or destruction, and such application will not be deemed inconsistent with or operate as a waiver of the party's right to arbitration. The arbitrators shall apply as the substantive law to the dispute the laws of the State of Michigan, as specified in section 7.1 of this Agreement.

**Section 8. Negotiable Terms**

Transporter and Shipper mutually agree to the following terms and conditions of service under this Agreement. Where blank spaces are not filled in, the parties have not reached an agreement on that matter and the referenced provision of the General Terms and Conditions (GT&C) applies.

- 8.1 The delivery pressure terms in GT&C section 15.2 are modified such that all Gas delivered by Transporter to Shipper or on Shipper's behalf to the facilities of an interconnecting party shall be delivered at the Delivery Point(s) at no less than   -   psig or at no more than   -   psig for each enumerated Delivery Point.
- 8.2 Pursuant to GT&C section 27, the following rate discount(s) apply:  
See Exhibit A Attached.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement in one or more counterparts, which counterparts shall constitute one integrated agreement, by their duly authorized officers effective as of the day first above written.

**VECTOR PIPELINE L.P.  
By VECTOR PIPELINE, LLC  
As General Partner  
(Transporter)**

Date: 4/24/06

By:   
Fishbeck

Title: President

**BAY STATE GAS COMPANY  
(Shipper)**

Date: 4/20/06

By:   
Michael Watson

Title: Vice President, Energy Supply Services

CEL  
FJ  
FCD

**Exhibit A  
To  
Firm Transportation Agreement No. FT1-BAY-0120  
Under Rate Schedule FT-1  
Between  
Vector Pipeline L.P. and Bay State Gas Company**

Primary Term: 05/01/2006 - 10/31/2006

Contracted Capacity: 20,915 Dth/day

Primary Receipt Points: Washington 10 Interconnect

Primary Delivery Points: St. Clair (US) Interconnect

Rate Election Recourse:

The Reservation Charge applicable to this service is \$1.9771/Dth/month (\$0.0650 per Dth on a 100% load factor basis), exclusive of fuel reimbursement, Annual Charge Adjustment ("ACA") and any other future surcharges. Secondary points within the primary path and out of path secondary from St. Clair (US) Interconnect to Washington 10 Interconnect are subject to the same rate as the primary path.

**TRANSPORTATION AGREEMENT  
FOR FT-1 FIRM TRANSPORTATION OF NATURAL GAS  
VECTOR PIPELINE LIMITED PARTNERSHIP**

**Firm Transportation Agreement No. FT1-BAY-C0120**

This TRANSPORTATION AGREEMENT FOR FT-1 FIRM TRANSPORTATION OF NATURAL GAS ("FT-1 Firm Transportation Agreement" or "Agreement") is made and entered into this 13<sup>th</sup> day of April, 2006, between:

**VECTOR PIPELINE LIMITED PARTNERSHIP, ("Transporter").**

and

**BAY STATE GAS COMPANY, ("Shipper").**

Witnesseth: That in consideration of the mutual covenants contained herein the parties agree as follows:

**Section 1. Service to be Rendered**

Transporter shall perform and Shipper shall receive service in accordance with the provisions of Transporter's effective Toll Schedule FT-1 and the applicable General Terms and Conditions of Transporter's Gas Tariff on file with the National Energy Board ("NEB") as the same may be amended or superseded in accordance with the rules, regulations and legislation of the NEB.

**Section 2. Term**

2.1 This Agreement shall be effective from the date hereof (the "Effective Date"). Transporter's obligation to provide Transportation Services and Shipper's obligation to accept and pay for such services, shall commence on May 1, 2006 for a term of 6 months, unless otherwise agreed to by mutual agreement of the parties.

2.2 Shippers paying negotiated rates may extend the term of this Agreement under terms acceptable to Transporter.

**Section 3. Tolls**

Shipper shall pay negotiated toll in accordance with Transporter's currently effective Toll Schedule FT-1.

#### **Section 4. Notices**

Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by certified mail or fax with all postage or charges prepaid, to either Transporter or Shipper at the location designated herein. Written communications shall be considered as duly delivered when received by ordinary mail. Unless otherwise notified in writing, the addresses of the parties are as set forth herein.

Notices to Transporter under this Agreement shall be addressed to Transporter's Web Site ([www.vector-pipeline.com](http://www.vector-pipeline.com)), or to:

Vector Pipeline Limited Partnership  
c/o Vector Pipeline Limited  
38705 Seven Mile Road, Suite 490  
Livonia, Michigan 48152  
United States  
Attention: President  
Fax: (734) 462-0231

Notices to Shipper under this Agreement shall be addressed to:

Bay State Gas Company  
1500 165<sup>th</sup> Street - GOC  
Hammond, IN 46324  
Attention: Manager, Scheduling and Accounting  
Phone: (219) 853-4320  
Fax: (219) 853-4330

Wire transfer payments to Transporter shall be accompanied with the instructions "to credit the account of Vector Pipeline Limited Partnership" and shall be sent to the following bank and account number:

Vector Pipeline Limited Partnership  
Toronto Dominion Bank - Edmonton  
Edmonton, AB  
Account Number: 0701 0572337  
Bank Code/Transit Number: 004-82389  
SWIFT: TDOMCATT

Remittance detail supporting wire transfer payments to Transporter, and any notice, request or demand regarding statements, bills, or payments shall be mailed to the following address:

Vector Pipeline Limited Partnership  
c/o Vector Pipeline Limited  
38705 Seven Mile Road, Suite 490  
Livonia, Michigan 48152  
United States  
Attention: President

#### **Section 5. Superseded Agreements**

This FT-1 Firm Transportation Agreement supersedes and cancels as of the effective date hereof the following agreements: None.

#### **Section 6. Miscellaneous**

**6.1** This Agreement shall be interpreted according to the laws of the Province of Alberta.

**6.2** Performance of this Agreement shall be subject to all valid laws, orders, decisions, rules and regulations of duly constituted governmental authorities having jurisdiction or control of any matter related hereto. Should either of the parties, by force of any such law, order decision, rule or regulation, at any time during the term of this Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, this Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; provided, however, nothing in this section 6.2 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

**6.3** A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.

**6.4** This Agreement may only be amended by an instrument in writing executed by both parties hereto.

**6.5** Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to Transporter.

6.6 Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.

6.7 The parties hereby agree, subject to the primary jurisdiction of the National Energy Board, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in Calgary, Alberta in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (AAA) then in effect. The dispute shall be decided by a panel of three neutral arbitrators, qualified by education, training, and experience to hear the dispute, chosen as follows. The party initiating the arbitration proceeding shall name one arbitrator at the time it notifies the other party of its intention to arbitrate their dispute, and the responding party shall name an arbitrator within fifteen (15) days of receiving the above notification. Within twenty (20) days of the appointment of the second arbitrator, the two arbitrators shall select a third arbitrator to act as chairman of the tribunal. If either party fails to appoint an arbitrator within the allotted time or the two party-appointed, neutral arbitrators fail to appoint a third arbitrator as provided above, the AAA shall appoint the arbitrator(s). Any vacancies will be filled in accordance with the above procedure. The parties expressly agree to the consolidation of separate arbitral proceedings for the resolution in a single proceeding of all disputes that arise from the same factual situation, and the parties further expressly agree that any issue of arbitrability or the existence, validity, and scope of the agreement to arbitrate shall be decided by the arbitrators. The parties further agree that either party may apply to a court of competent jurisdiction, pending arbitration, for injunctive relief to preserve the status quo, to preserve assets, or to protect documents from loss or destruction, and such application will not be deemed inconsistent with or operate as a waiver of the party's right to arbitration. The arbitrators shall apply as the substantive law to the dispute the laws of Alberta, as specified in section 6.1 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in one or more counterparts, which counterparts shall constitute one integrated agreement, by their duly authorized officers effective as of the day first above written.

VECTOR PIPELINE LIMITED PARTNERSHIP  
By VECTOR PIPELINE LIMITED  
As General Partner  
(Transporter)

4/24/06  
Date

By:   
Craig R. Fishbeck

Title: President

BAY STATE GAS COMPANY  
(Shipper)

4/20/06  
Date

By:   
Michael Watson

Title: Vice President, Energy Supply Services

OK  
RJ  
PCD

**Exhibit A  
To  
FT-1 Firm Transportation Agreement No. FT1-BAY-C0120  
Under Toll Schedule FT-1  
Between  
Vector Pipeline Limited Partnership and Bay State Gas Company**

Primary Term:	05/01/2006 – 10/31/2006
Contracted Capacity:	22,066 GJ/d
Primary Receipt Points:	St. Clair (Canada) Interconnect
Primary Delivery Points:	Dawn Interconnect

**Toll Election Negotiated:**

The Reservation Charge applicable to this service is \$1.1589/GJ/month (\$0.0381 per GJ on a 100% load factor basis). Secondary points within the primary path and out of path secondary from Dawn Interconnect to St. Clair (Canada) Interconnect are subject to the same rate as the primary path.



**Washington 10 Storage Corporation**  
**c/o DTE Gas Storage Company**  
 2000 2nd Avenue, 2005 WCB, Detroit, MI 48226

(313) 235-8531  
 (313) 235-6450 Fax

**DTE Energy**



## Deal Confirmation REVISED

**Contract #:** 03053      **Amendment #:**      **Contract Date:** April 25, 2006

<b>Shipper Company Name &amp; Address:</b>		Bay State Gas Company 300 Friberg Parkway Westborough, MA 01581-5039	
<b>Contact Name:</b>	<b>Phone:</b>	<b>Fax:</b>	<b>Email:</b>
Cecelia Largura	219 853-5607	219 853-4330	cjlargura@NISource.com
<b>Term:</b>	<b>Service:</b>	<b>Service Type:</b>	<b>Fuel:</b>
Start: 5/1/2006 End: 9/30/2006 Evergreen:	<input type="checkbox"/> Storage <input checked="" type="checkbox"/> PALS Intrastate service	<input checked="" type="checkbox"/> Firm <input type="checkbox"/> Interruptible	<input type="checkbox"/> Posted Fuel Rate <input type="checkbox"/> Fuel Included in Rate <input checked="" type="checkbox"/> Not Applicable
<b>Total Quantity:</b>	<b>Daily Quantity:</b>	<b>Receipt Point(s):</b>	<b>Delivery Point(s):</b>
Up to 920,000 Dth Park	MDIQ up to 10,000 Dth/d Firm. MDWQ up to 15,100 Dth/d IT.	Primary: <input checked="" type="checkbox"/> W10/Vector <input type="checkbox"/> W10/MichCon Sec.: <input type="checkbox"/> W10/Vector <input checked="" type="checkbox"/> W10/MichCon	Primary: <input type="checkbox"/> W10/Vector <input checked="" type="checkbox"/> W10/MichCon Sec.: <input type="checkbox"/> W10/Vector <input type="checkbox"/> W10/MichCon
<b>Description / Comments:</b>	This PALS agreement is being used by Bay State to park gas until approval of the long term storage Precedent Agreement is received from their regulator. If approval is received, any quantities parked hereunder will be infield transferred to the long term storage contract. If approval is not received, Bay State will withdraw quantities parked hereunder during Aug and Sept.		
<b>Rates:</b>		<b>Billing Instructions:</b>	
Monthly Deliverability Rate: \$	per Dth	Equivalent Monthly Demand: \$	per month
Monthly Capacity Rate: \$	per Dth	Special Instructions:	
PALS Usage Rate: \$ TBD	per Dth	Usage Rate will be paid in the form of a monthly charge of \$113,936.25 from May through August.	
Interruptible Rate: \$	per Dth		
Authorized Overrun Rate: \$	per Dth		

**Washington 10 Representative:** Mark Bering  
Name

*Mark Bering*  
Signature

**Phone:** 313 235-6531      **Fax:** 313 235-6450      **email:** beringm@dteenergy.com

This Confirmation reflects the verbal agreement of both parties. The parties agree to execute Washington 10's standard contract as soon as possible. If this Confirmation is different from your understanding of the agreement, you must notify Washington 10 within two business days of receipt, otherwise Shipper agrees to the terms as described in this Confirmation.

EXCHANGE AGREEMENT

This Agreement, made and entered into as of the 25<sup>th</sup> day of June, 1996 by and between CoEnergy Trading Company, a Michigan corporation ("CTC"), and Bay State Gas Company, a Massachusetts corporation ("BSG"), individually a "party" and collectively the "parties."

INTRODUCTION

BSG desires to deliver certain volumes of natural gas to CTC during the months of April through October of each year, and have equal volumes of natural gas redelivered by CTC during the following months of November through March.

Subject to the terms and conditions hereinafter set forth, the parties are willing to engage in this exchange of natural gas.

Therefore, in consideration of the mutual benefits to be derived from this arrangement, the parties agree as follows:

ARTICLE IDELIVERIES AND REDELIVERIES

1.1 During the period from April 1 through October 31 of each year during the term of this Agreement (the "Delivery Period"), BSG shall deliver for the account of CTC, and CTC shall cause to be received from BSG, up to 12,160 MMBtu of natural gas per day, for a total of up to 2,416,000 MMBtu during the Delivery Period. CTC shall make all reasonable efforts to accommodate deliveries of natural gas from BSG during

the Delivery Period in excess of 12,160 MMBtu per day, and make all reasonable efforts to accommodate deliveries from BSG outside of the Delivery Period.

1.2 During each of the periods from November 1 through March 31 during the term of this Agreement (the "Redelivery Period"), CTC shall cause to be redelivered to BSG, and BSG shall receive, a quantity of natural gas equal to that delivered to CTC pursuant to Section 1.1 of this Agreement. BSG shall nominate the daily redelivery quantity up to 16,000 MMBtu. CTC shall make all reasonable efforts to accommodate redeliveries of natural gas to BSG during the Redelivery Period in excess of 16,000 MMBtu per day, and to accommodate redeliveries to BSG outside of the Redelivery Period.

1.3 Should BSG decide, from time to time, to sell the exchange gas rather than have it redelivered by CTC, CTC shall use all reasonable efforts to assist BSG in finding a buyer, and/or facilitate any such transaction entered into by BSG

1.4 CTC shall be obligated to accept deliveries of gas from BSG for the account of CTC at the following primary points of delivery:

(a) any interconnection between the pipeline facilities of Michigan Consolidated Gas Company ("MichCon") and those of ANR Pipeline Company, Great Lakes Gas Transmission Company ("Great Lakes"), Panhandle Eastern Pipeline Company or St. Clair Pipelines Ltd.;

(b) the interconnect of pipeline facilities TransCanada  
 Pipeline Ltd. ("TCPL") and T Gas Pipeline Company at Niagara Falls, N  
 York;

(c) the interconnect of the pipeline facilities of TCPL to the  
 Gas Transmission System at Waddington, New York;

CT may but shall not be obligated to, accept delivery of gas from B  
 for the CTC at the following delivery points:  
 any interconnect of the pipeline systems of T Gas  
 Pipeline Company to Eastern Transmission Corporation, Algona, IA  
 to the Gas Transmission System, to the Gas Transmission System of Transcontinental Gas  
 Pipeline Company;

(b) any other mutually agreed upon point.

1.6 The points of delivery set forth in Sections 4 and 5 shall hereafter be  
 referred to as the "Points of Delivery".

CTC shall be obligated to redeliver gas to B at the following primary  
 points of redelivery: the interconnect between the pipeline facilities of TCPL and  
 Gr Lakes, Clair, Michigan.

1.8 CT may but shall not be obligated to, redeliver gas to B at secondary  
 redelivery points agreed to by the parties.

The points of redelivery set forth in Sections 4 and 5, agreed upon  
 pursuant to Section 1.8, shall hereafter be referred to as the "Points of Redelivery".

1.10 BSG shall be responsible for making all arrangements for, and paying for, and obtaining all regulatory authorizations necessary for, the transportation of the gas to the Points of Delivery and from the Points of Redelivery.

In making the arrangements provided for in Section 1.10, BSG will contract for capacity on TCPL from St. Clair, Michigan to Jay, Vermont. BSG may, at its sole option, from time to time, release all or part of this pipeline capacity to CTC, and CTC shall accept the released capacity, under the following terms and conditions:

- (a) at least 14 days prior written notice from BSG to CTC;
- (b) a demand charge of \$0.05 per MMBtu, plus the applicable commodity charge and surcharges, payable by CTC to BSG or as otherwise directed by BSG;
- (c) a term for such release of no less than one calendar month.

The parties may agree upon a different price or term for any given capacity release.

CTC shall be responsible for making all arrangements for, and paying for, and obtaining all regulatory authorizations necessary for, the transportation of the gas from the Points of Delivery and to the Points of Redelivery.

Should either party incur an imbalance penalty charge from a transporter, both parties shall use their reasonable efforts to determine the validity as well as the cause of such imbalance penalty charge. If the parties determine that the imbalance penalty charge was imposed solely as a result of BSG's actions or omissions, then BSG shall pay for such imbalance penalty charge. If the parties determine that the imbalance penalty

charge imposed (el) result of CT actions omissions, then CT shall pay such balance penalty charge. If the parties determine that the balance penalty charge imposed result the omissions of both parties then each party shall pay the portion of the balance penalty charge used for its omissions.

## ARTICLE II

### PRICE

2.1 G shall pay CTC monthly Exchange fee for each of the first calendar months during the Redelivery period equal to the sum of the following:

(a) \$2.04 in the first year escalated by .96 in each of the second through sixth years and .63 in each of the seventh through tenth years; and

(b) \$800 multiplied by the number of days in the month; plus  
per MMBtu multiplied by the quantity of gas redelivered in that month.

2.2 To the extent that gas delivered to secondary point Delivery redelivered to primary point of Redelivery CTC shall adjust the Exchange fee to reflect additional transportation costs or savings realized by CTC as a result of the use of the secondary point rather than the nearest primary point.

2.3 The Exchange fee set forth in Section 2.1 does not include taxes, if any arising out of the transaction. BSG shall pay all taxes imposed on, with respect to, the gas prior to its delivery at the Point of Delivery and after redelivery at the Point of Redelivery. CTC shall pay all taxes imposed on, with respect to, the gas at

and after its delivery at the Point of Delivery, and prior to its redelivery at the Point of Redelivery. Each party shall furnish the other with any applicable exemption or resale certificates prior to initial deliveries.

2.4 Each party shall have the right during the term of this Agreement, and for a period of one year thereafter, at its sole expense and during normal working hours, to audit the other party's accounts and records to verify the accuracy of any amounts due under this Article II.

### ARTICLE III

#### BILLING AND PAYMENT

3.1 Each month following a month during the Redelivery Period CTC shall render a statement to BSG for the Exchange Fee provided for in Article II. In addition, BSG may render statements to CTC from time to time for moneys due for released capacity pursuant to Section 1.11. The invoiced party shall pay the invoicing party the amount billed in a statement within ten business days of its receipt of that statement. Unless notified otherwise, all payments shall be made by electronic transfer to a bank account specified by the invoicing party on the statement.

3.2 Should an invoiced party fail to pay the amount of any statement when such amount is due, it shall pay the invoicing party interest on the unpaid balance at an annual rate equal to the lesser of (1) the prime rate as reported in the Wall Street Journal plus two percent, or (2) the maximum rate allowed by law. In addition, the invoicing party may, upon prior written notice giving the invoiced party ten days to cure such

failure and upon the invoiced party's failure to so cure, suspend its performance until such amount is paid, and, if such amount is not paid, terminate this Agreement. This shall be in addition to any other remedies the invoicing party may have.

If the invoiced party shall in good faith either dispute the amount of any statement, or present a counterclaim or offset against the same, and at any time thereafter, within 30 days after demand by the invoicing party, shall furnish a good and sufficient surety bond, in an amount and with sureties satisfactory to the invoicing party, conditioned upon the payment of any amounts ultimately found due upon such statement after a final determination, which may be reached either by agreement, pursuant to arbitration agreed upon, or by judgment of the courts, then the disputed amount of the statement shall not be deemed to be due within the meaning of this Article III unless or until the invoiced party defaults on the conditions for such bond. If the invoicing party requires the invoiced party to furnish such a bond, the invoicing party shall institute appropriate proceedings to resolve the dispute within one year after the date of the statement in dispute. The foregoing shall be in addition to any other remedies the invoicing party may have.

#### ARTICLE IV

##### FURTHER ASSURANCES

Upon execution of this Agreement, or at anytime during the term hereof, should either party become insecure with regard to the other party's ability to meet its obligations under this Agreement, the insecure party may, upon a showing of a

reasonable and objective basis for such insecurity, and upon the other party's failure within five days thereafter to satisfy the insecure party of its ability to meet its obligations under this Agreement, require the other party to:

(a) in the case of CTC, provide a guarantee from its corporate parent of its performance under this Agreement; or

(b) provide an irrevocable stand-by letter of credit in an amount not to exceed its annual financial obligation under this Agreement, in a form, and with a bank, reasonably acceptable to the insecure party, with the cost thereof shared equally by both parties.

Should the other party fail to provide the corporate guarantee or letter of credit requested within five days after receiving a request to do so from the insecure party, the insecure party may refuse to commence, suspend and/or terminate performance under this Agreement.

4.2 Each party, at its expense, shall maintain in full force and effect at all times that this Agreement is in effect, and for a period of one year thereafter, with appropriate deductibles or self-retentions consistent with sound business practice, a comprehensive general liability policy with no less than a \$10 million limit per occurrence and an aggregate limit of no less than \$20 million. Each party's policy shall contain the following or equivalent clause: "No reduction, cancellation or expiration of the policy shall be effective until 30 days from the date written notice thereof is actually received by [the additional insured]." Each party shall be named as an additional insured

the other party policy each shall provide the other the certificate of insurance  
the general liability policy (the day after this Agreement becomes  
effective usually during the term

## ARTICLE V

### TERM

5.1 This Agreement shall become effective the date first written above  
and shall continue in effect for a period of ten years after the Commencement Date.

5.2 The delivery, redelivery and payment obligations of the parties under this  
Agreement shall become effective the first day of the Delivery period preceding  
the actual service date of the Atlantic Natural Gas Transmission System (the  
Commencement Date). The Commencement Date shall be confirmed in writing to the  
parties.

If the Commencement Date has not occurred by November 1, 2000, the  
party may terminate this Agreement upon five day prior written notice to the other party.

Upon the occurrence of any of the following, the party may  
suspend or terminate this Agreement as provided below:

(a) where a party files for or becomes subject to proceedings under  
bankruptcy, insolvency, seeking liquidation, reorganization, the readjustment of  
indebtedness; makes an assignment for the benefit of creditors, becomes insolvent, is  
unable to pay its debts as they become due; or to the appointment of any  
receiver, administrator, liquidator or trustee of its property, or has appointed or takes

any acti for the purpose effecting any of the foregoing th ther party may suspe

nat th Agree upon for iten ice

(b) here party unabl ed fo with

days fo maj the ther party ay pen or termina this

A upon prio iten ice.

(c) sept as therw ded this Agreeem t, the party fails

perform material ob gati of this Agreement fail: ch fail withi

ten bus es: da after ice fro the ther party tl ther party may suspend

erminate thi Agreeem

A party right suspen or terminate this Agreeem und this lect shall

to any th ghts it may hav ity.

5.5 Upon the suspension termina of thi Agreement using the term

conf CTC shall rede gas to the extent necessary to mak total volum redeliv ed

by CTC equal to total volumes deli ered B G or pay BSG for th replacemen cost

of th gas out than the original cos of the gas to BSG ch redeli ies or

paym ts shall be accordance ith BSG reasonabl instructions. CTC shall only

t obligatd to edel to primary of Redeli ery

## ARTICLE VI

### MEASUREMENT AND QUALITY

6.1 All gas delivered ercunder shall be measured at the int of Del very by  
the transpo perating the easurement eq ipmen at the Delivery and shall

conform to the measurement and quality specifications contained in the receiving transporter's gas tariff.

6.2 All gas redelivered hereunder shall be measured at the Point of Redelivery by the transporter operating the measurement equipment at the Point of Redelivery, and shall conform to the measurement and quality specifications contained in the receiving transporter's gas tariff.

#### ARTICLE VII

#### FORCE MAJEURE

7.1 Neither BSG nor CTC shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any event of force majeure, including but not limited to acts of God, natural disasters, explosions, breakage or accident to machinery or lines of pipe, line freezeps, temporary failure of gas supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, or any other cause, whether of the kind herein enumerated, or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

7.2 Such causes or contingencies affecting the performance of this Agreement by either party, however, shall not relieve the party claiming force majeure of liability in the event and to the extent that its performance under this Agreement was delayed or prevented, in whole or in part, by its fault, negligence or its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable

dispatch, including its failure to redeliver gas within 30 days of its claim of force majeure; nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligation to make payment of amounts then due hereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by facsimile transmission to the other party as soon as practicable after the occurrence relied on.

#### ARTICLE VIII

##### REGULATION

8.1 This Agreement, and all rights, obligations, and performance of the parties hereunder, are subject to all present and future applicable federal, state and local laws, and to all present and future duly issued and promulgated orders, rules, and regulations of any governmental authority having jurisdiction over the subject matter hereof. Compliance by either party with any such law, order, rule, or regulation shall not be a breach of this Agreement.

8.2 Each party shall make every reasonable effort to comply with reasonable requests made by the other party with regard to, and cooperate with the other party in the satisfaction of, any regulatory requirements. Each party shall reimburse the other for all reasonable out-of-pocket expenses incurred in compliance with this Section 8.2.

8.3 Should either party, or both parties, be unable to perform this Agreement by virtue of Section 8.1, the parties shall exercise all reasonable efforts to restructure this transaction so that it may be legally performed.

ARTICLE IXWARRANTY

9.1 Each party warrants that all gas delivered and redelivered hereunder shall be free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify the other party and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or royalties, taxes, license fees or charges thereon to the extent that they arise or attach prior to delivery or redelivery, as the case may be.

9.2 Each party represents and warrants as follows:

(a) It, and its corporate parent, if any, are duly organized, validly existing and in good standing under the laws of the state of its incorporation and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder,

(b) The execution and delivery of this Agreement by it and the performance of its obligations hereunder will not violate any provision of any current order, judgment, award or decree of any court, arbitrator or governmental authority applicable to such party;

(c) There is no litigation, investigation, administrative proceeding or other action existing, pending or threatened that would materially adversely affect the ability of the party to perform its obligations under this Agreement; and

(d) The party signatory possesses authority to execute this Agreement such that legal, valid and binding obligation enforceable against it is created.

## ARTICLE X

### RISK OF LOSS, LIABILITY AND INDEMNIFICATION

10.1 BSG shall be deemed in exclusive control and possession of the gas, and responsible for any damages or injuries caused thereby until it is delivered to CTC at the Points of Delivery. CTC shall be deemed in exclusive control and possession of said gas, and shall be responsible for any damages or injuries caused thereby after the gas has been delivered by BSG to CTC at the Points of Delivery.

10.2 CTC shall be deemed in exclusive control and possession of the gas, and responsible for any damages or injuries caused thereby until it is redelivered to BSG at the Points of Redelivery. BSG shall be deemed in exclusive control and possession of said gas and shall be responsible for any damages or injuries caused thereby after it is redelivered by CTC to BSG at the Points of Redelivery.

10.3 The parties agree that the party deemed to be in exclusive control and possession of the gas pursuant to Sections 10.1 and 10.2 above shall bear the full risk of loss with respect to such gas and shall indemnify, protect, defend, and keep harmless the other party from and against any and all liabilities, costs, damages, injuries, obligations, claims, expenses which may at any time be imposed upon, incurred by or asserted against such other party relating to any incident while the gas is in the exclusive

control and possession of the party deemed to be in exclusive possession and control of the gas.

Neither CTC nor BSG shall be liable to the other, or any party claiming through the other, for special, consequential, exemplary, indirect, incidental or punitive damages, nor lost profits.

#### ARTICLE XI

##### NOTICES AND COMMUNICATIONS

Unless otherwise provided for herein, all notices and communications from one party to the other shall be in writing and sent by certified mail, overnight courier or facsimile transmission, and shall be effective upon receipt or refusal to accept; notices sent by facsimile shall be deemed received upon confirmation of their receipt by either party. However, routine communications, including monthly statements, may be sent by ordinary mail. All notices and communications shall be addressed to:

CoEnergy Trading Company  
150 West Jefferson Street, Suite. 1800  
Detroit, MI 48226  
Attn: President  
Phone: (313) 256-6000  
Fax: (313) 256-5739

Bay State Gas Company  
300 Friberg Parkway  
Westborough, MA 01581  
Attn: Chico C. DaFonte  
Phone: (508) 836-7253  
Fax: (508) 836-7072

ARTICLE XIINON-WAIVER OF FUTURE DEFAULTS

No waiver by either party of any one or more default by the other in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

ARTICLE XIIITRANSFER AND ASSIGNMENT

Any entity that shall succeed by purchase, merger or consolidation to either party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights and obligations hereunder to a corporation with which it is affiliated at the time of such assignment. Otherwise, no assignment of this Agreement or of any rights or obligations hereunder shall be made by either party without the prior written consent of the other party. The provisions of this Article shall not prevent either party from pledging or mortgaging its rights hereunder as security for its indebtedness. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

ARTICLE XIVGOVERNING LAW

This Agreement shall be governed by the laws of the state of New York, without reference to its choice of law rules.

ARTICLE XVCONDITIONS PRECEDENT

The obligations of each party hereunder are subject to the following conditions precedent:

- (a) execution by the party of all agreements with third parties necessary to meet its obligations hereunder;
- (b) receipt by the party of all necessary regulatory authorizations on terms satisfactory to the party;
- (c) approval of this Agreement by each party's Board of Directors, if necessary.

If these conditions precedent have not been satisfied by October 1, 1997, either party may terminate this Agreement on or before May , 1998 upon five days prior written notice to the other party, provided that these conditions precedent have not been satisfied by the date of termination.

ARTICLE XVIMISCELLANEOUS

Captions are for convenience only and are not to be construed as part of this Agreement, and shall not affect the interpretation hereof.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

This Agreement shall not be interpreted either more or less favorably toward either party by virtue of the fact that such party or its counsel was responsible or principally responsible for the drafting of all or a portion hereof.

This Agreement is entered into solely for the benefit of the parties named in it and not for the benefit of any other persons or entities. No other persons or entities may enforce it for their benefit nor shall they have any claim or remedy for its breach. The parties do not intend to confer third party beneficiary status on anyone.

In the event any provision of this Agreement is deemed invalid or unenforceable by a court of law, this Agreement will be interpreted as though such provision does not appear, and this Agreement will be otherwise fully enforceable, unless such would lead to a manifestly unreasonable result.

For purposes of audit or similar inquiries, each party shall respond to reasonable requests for information from the other party, or its designee, regarding the scope and nature of the business arrangement existing under this Agreement.

ARTICLE XVIIENTIRE AGREEMENT

17.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreements or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. This Agreement may be modified or amended only by a writing duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first above written.

COENERGY TRADING COMPANY

BAY STATE GAS COMPANY

By: [Signature]By: [Signature]Title: PresidentTitle: SR. VICE PRESIDENTWitness: [Signature]Witness: [Signature]

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO  
INFORMATION REQUESTS FROM THE ATTORNEY GENERAL  
D.T.E. 06-42

Date: May 30, 2006

Responsible: Francisco C. DaFonte, Director, Energy Supply Services

AG 2-1      Please provide documentation to support Bay State Gas Company's ("Bay State" or the "Company") assertion that the acquisition of the Vector Pipeline Limited Partnership ("Vector") transportation capacity and the Washington 10 Storage Corporation ("Washington 10") storage is consistent with portfolio objectives in the Company's most recently approved long-range forecast. Provide updated resource and requirements schedules/tables that includes (a) the transportation capacity the Company holds pursuant to the Union Gas and TCPL contracts; (b) the Vector transportation capacity and (c) Washington 10 storage.

Response:    The Vector and Washington 10 storage resources are replacement resources for the Company's existing transportation path from Waddington to its citygate's and does not affect design day resources. The existing capacity path is a twenty year contract and does not expire until November 1, 2012 and, thus, was not the subject of resource decisions contemplated in Bay State's most recently approved forecast and supply plan.

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO  
INFORMATION REQUESTS FROM THE ATTORNEY GENERAL  
D.T.E. 06-42

Date: May 30, 2006

Responsible: Francisco C. DaFonte, Director, Energy Supply Services

AG 2-6      Please provide copies of all agreements between the Company and its affiliates that govern the sharing or sale of Bay State's gas portfolio resources including commodity, capacity and storage. Including all original, existing, expired and terminated agreements, agreement amendments and any attachments to these agreements. Also include all pricing requirements.

Response:    There are no such agreements.

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO  
INFORMATION REQUESTS FROM THE ATTORNEY GENERAL  
D.T.E. 06-42

Date: May 30, 2006

Responsible: Francisco C. DaFonte, Director, Energy Supply Services

AG 2-8      Please provide a detailed explanation for the Company's exclusion of Union and TransCanada transportation capacity from the Company's mandatory capacity assignment resources.

Response:    Please see the response to AG 2-7.

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO  
INFORMATION REQUESTS FROM THE ATTORNEY GENERAL  
D.T.E. 06-42

Date: May 30, 2006

Responsible: Francisco C. DaFonte, Director, Energy Supply Services

AG 2-9 Identify any additional costs customers would pay if the Company assigned the Vector and Washington 10 resources, and the Union and TransCanada resources to eligible migrating customers? Provide all supporting documentation, calculations, work papers, and assumptions.

Response: While an exact quantification of costs is not possible at this time, based on the response to AG 1-1, sales customers are better off with the Vector, Washington 10, Union and TransCanada resources in the portfolio since the Waddington purchase point is more expensive on a two-year historical and upcoming winter basis. If these resources were assigned to firm transportation customers, the sales customers would pay a higher commodity price due to the fact that additional purchases would now have to be made at Waddington. Firm transportation customers would most likely be better off so long as having access to lower cost commodity prices outweighs the increase in administrative costs associated with this more complex path.

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO  
INFORMATION REQUESTS FROM THE ATTORNEY GENERAL  
D.T.E. 06-42

Date: May 30, 2006

Responsible: Francisco C. DaFonte, Director, Energy Supply Services

AG 2-7      Please provide the Company's reason(s) for seeking approval from the Department of Telecommunications and Energy for exclusion of the proposed Vector and Washington 10 resources from the Company's mandatory capacity assignment resources.

Response:    The Company considers the Vector, Washington 10, Union and TransCanada paths to be very complicated for a retail marketer to manage and does not anticipate assigning these assets. However, it is the Company's position that these assets will be made available to retail marketers should they request them.

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO  
INFORMATION REQUESTS FROM THE ATTORNEY GENERAL  
D.T.E. 06-42

Date: May 30, 2006

Responsible: Francisco C. DaFonte, Director, Energy Supply Services

AG 2-10      State the estimated capacity release revenue for the release of the Vector capacity. Provide all supporting documentation, work papers, calculations and assumptions. Include actual capacity release data for Vector.

Response:    Bay State is currently utilizing its Vector capacity to fill its Washington 10 storage.

Northern Utilities, however, does have unencumbered long-haul Vector capacity that was released from May 1, 2006 through October 31, 2006 at maximum tariff rate. Please see Attachment AG 2-10, which provides the release for the U.S. portion of Vector pipeline only. Northern also assigned its Canadian portion of Vector at the maximum tariff rate of \$.0564 (Canadian). Vector does not post Canadian assignment of capacity on its bulletin board.

# Capacity Release Awards

## Award Details CRL-BPC-0194 04/26/2006

**Award Number:** 0202  
**Bid Number:** 186-1  
**Offer Number:** 0186 [view details](#)  
**Releasing Contract:** FT1-NUI-0122

**Releasing Shipper:** Northern Utilities, Inc.  
**Replacement Shipper:** BP Canada Energy Marketing Corp.

**Bid Quantity:** 6070  
**Award Quantity:** 6070

**Bid Rate:** \$9.9523  
**Award Rate:** \$9.9523

**Award Term Start Date** 05/01/2006  
**Award Term End Date** 10/31/2006

**Rate Schedule** FT-1  
**Receipt Points**

Location Name	Quantity
Alliance	6070

### **Delivery Points**

Location Name	Quantity
St. Clair (US)	6070

### **Winning Bid Details**

**Bid Number:** 186-1  
**Replacement Shipper:** BP Canada Energy Marketing Corp.  
DUNS:24-879-9413

**Release Term Start Date** 05/01/2006  
**Release Term End Date** 10/31/2006

**Stand-alone Bid:** No  
**Prearranged Bid:** Yes

**Terms and Conditions:** if bid is not stand-alone  
None

**Contingent Bid:** No

**Rate Form/Type Code:**

Reservation Charge Only

**Bid Basis**

Dollars and Cents per Unit

**Bid Rate** 9.9523**Bid Quantity** 6070**Minimum Quantity** 6070**Maximum Quantity** 6070**Receipt Points**

Location Name	Min Qty	Max Qty
Alliance	0	6070

**Delivery Points**

Location Name	Min Qty	Max Qty
St. Clair (US)	0	6070